

**EXHIBIT A  
PLAN INSERT**

**8.6. *INSURANCE POLICIES.***

Notwithstanding anything contained in the Plan to the contrary, unless specifically rejected by order of the Bankruptcy Court, all of the Debtors' Insurance Policies and any agreements, documents or instruments relating thereto, are treated as executory contracts under the Plan and will be assumed pursuant to the Plan, effective as of the Effective Date. Nothing contained in this Section 8.6 shall constitute or be deemed a waiver of any cause of action that the Debtors may hold against any entity, including, without limitation, the insurer, under any of the Debtors' Insurance Policies.

To the extent the Insurance Policies are determined not to be executory contracts, they will remain in full force and effect in accordance with their terms and will be treated as unimpaired (as defined in section 1124 of the Bankruptcy Code), including without limitation for purposes of payment of Claims for retrospective premiums, deductibles, and self-insurance retentions.

The Debtors and the LPC Post-Confirmation Trust will perform the insureds' obligations under the Insurance Policies, whether they are treated as executory or non-executory, including but not limited to any Insurance Policy obligation relating to cooperation with defense counsel as to discovery and/or trial. The Plan shall not, and is not intended to, modify any of the rights or obligations of insurers or the Debtors under any of the Insurance Policies. Notwithstanding any other provision of the Plan, including Article X and anything supervening or preemptory, the Debtors and LPC Post-Confirmation Trust shall be, and intend to remain, bound by all of the terms, conditions, limitations and/or exclusions contained in the Insurance Policies, which shall continue in full force and effect, and the insured shall remain the insured entity or entities as set forth in the Insurance Policies. Notwithstanding anything contained in the Plan or the Disclosure Statement to the contrary, to the extent that there is an inconsistency between the Insurance Policies and any provision of the Plan or Disclosure Statement, the terms of the Insurance Policies shall control. No provision of the Plan shall (i) expand or alter any insurance coverage under any of the Insurance Policies, or shall be deemed to create any insurance coverage that does not otherwise exist, if at all, under the terms of the Insurance Policies, (ii) create any direct right of action against insurers that did not otherwise exist, and/or (iii) be construed as an acknowledgment either that the Insurance Policies cover or otherwise apply to any Claims or that any Claims are eligible for payment under any of the Insurance Policies.

Upon the Effective Date of the Plan, the LPC Post-Confirmation Trust shall take possession of all documents that may be relevant to Asbestos-Related Claims and provide access to any insurer that issued or allegedly issued an Asbestos Insurance Policy. The LPC Post-Confirmation Trust shall promptly notify any such insurer in the event that the Trust intends to move, transfer, or otherwise dispose of any such documents, so that the insurer has the opportunity to take possession thereof. Prior to the Effective Date of the Plan, Debtor shall, at its own cost, provide for appointment of an agent for service of process in at least the states of Ohio and Pennsylvania for at least 3 years (and any additional period requested by an insurer at its own expense), which agent shall forward Asbestos-Related Claims to any insurer that so requests. Notwithstanding any provision of the Plan, including Article X and anything

supervening or preemptory, the Plan and Confirmation of the Plan shall be without prejudice to any of insurers' rights, claims and/or defenses in any subsequent litigation in any appropriate forum in which coverage is at issue, including any litigation in which insurers seek a declaration regarding the nature and/or extent of any insurance coverage under the Insurance Policies.